

benefit of such liens and setoff rights with the other Pre-Petition Secured Lenders party to such Existing Agreements. The cash of the Debtors party to the Existing Agreements, including, without limitation, the Deposited Funds or any other funds on deposit at the Pre-Petition Secured Lenders as of the Petition Date, and any proceeds generated by the collection of accounts receivable, sale of inventory or other disposition of the Pre-Petition Collateral are cash collateral of the Pre-Petition Secured Lenders within the meaning of section 363(a) of the Bankruptcy Code, and all such "cash collateral" is referred to herein as "Cash Collateral." The Pre-Petition Secured Lenders have objected to the use by the Debtors of the Pre-Petition Collateral, including Cash Collateral, except on the terms of this Order.

11. *Use Of Cash Collateral.* The Debtors are hereby authorized to use all Cash Collateral of the Pre-Petition Secured Lenders and of the holders of Replacement Liens or Junior Adequate Protection Liens, and the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens are directed promptly to turn over to the Debtors all Cash Collateral received or held by them, *provided* that the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens are granted adequate protection as hereinafter set forth. The Debtors' right to use Cash Collateral shall terminate automatically upon the occurrence of the Termination Date or the voluntary reduction by the Borrower of the Total Commitments to zero (as each such term is defined in the DIP Credit Agreement).

12. *Adequate Protection.* The Pre-Petition Secured Lenders are entitled, pursuant to sections 361, 363(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of their interest in the Pre-Petition Collateral, including the Cash Collateral, for and equal in amount to the aggregate diminution in the value of their interest in the Pre-Petition Secured Lenders' Pre-Petition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of Cash Collateral and any other Pre-Petition Collateral, the priming of the Pre-Petition Agent's security interests and liens in the Pre-Petition Collateral by the Agent and the DIP Lenders pursuant to the DIP Documents and this Order, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. As adequate protection, the Pre-Petition Agent and the Pre-Petition Secured Lenders are hereby granted the following (collectively, the "Adequate Protection Obligations"), to the extent of such diminution:

(a) Adequate Protection Liens. As security for the payment of the Adequate Protection Obligations, the Pre-Petition Agent (for itself and for the benefit of the Pre-Petition Secured Lenders) is hereby granted (effective and perfected as of the Petition Date and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a replacement security interest in and lien upon all the Collateral, subject and subordinate only to (i) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens on the Collateral

to which such liens so granted to the Agent are junior, (ii) the Replacement Lien (as hereinafter defined) and (iii) the Carve Out, *provided* that the security interest in and lien granted to the Pre-Petition Agent pursuant to this paragraph 12(a) upon Collateral that is not (x) Pre-Petition Collateral or (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien shall be *pari passu* with the Junior Adequate Protection Liens granted to any Setoff Claimant in such Collateral pursuant to this Order (the "Adequate Protection Liens");

(b) Section 507(b) Claim. The Pre-Petition Agent and the Pre-Petition Secured Lenders are hereby granted, subject to the payment of the Carve Out and to the payment of all reasonable fees, costs and expenses (including the professional fees and expenses) incurred by or on behalf of the Debtors' estates in the pursuit of Avoidance Actions, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code equal in priority to the priority granted to the Setoff Claimants in paragraph 18(b) below, limited in amount to the aggregate diminution in value of the Pre-Petition Secured Lenders' interest in the Pre-Petition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of Cash Collateral and any other Pre-Petition Collateral, the priming of the Pre-Petition Agent's security interests and liens in the Pre-Petition Collateral by the Agent and the DIP Lenders pursuant to the DIP Documents and this Order, and the imposition of the

automatic stay pursuant to section 362 of the Bankruptcy Code, immediately junior to the claims under section 364(c)(1) of the Bankruptcy Code held by the Agent and the DIP Lenders; *provided, however*, that the Pre-Petition Agent and the Pre-Petition Secured Lenders shall not receive or retain any payments, property or other amounts in respect of the superpriority claims under section 507(b) of the Bankruptcy Code granted hereunder or under the Existing Agreements unless and until the DIP Obligations have indefeasibly been paid in cash in full;

(c) Interest, Fees, And Expenses. The Pre-Petition Agent shall receive from the Debtors (i) immediate cash payment of all accrued and unpaid interest on the Pre-Petition Debt and letter of credit fees at the non-default contract rates provided for in the Existing Agreements, and all other accrued and unpaid fees and disbursements payable to or for the benefit of the Pre-Petition Agent under the Existing Agreements and incurred prior to the Petition Date, including, but not limited to, reasonable fees owed and amounts to be paid or reimbursed for counsel, financial and other consultants for the Pre-Petition Agent pursuant to Section 10.6 of the Pre-Petition Credit Agreement, (ii) current cash payments of all fees and expenses payable to the Pre-Petition Agent under the Existing Agreements, including, but not limited to, the reasonable fees and disbursements of counsel, financial and other consultants for the Pre-Petition Agent, (iii) on the first business day of each month, all accrued but unpaid interest on the Pre-Petition Debt, and letter of credit and other fees at the non-default contract rate (including at the option of the Borrower, the Eurodollar Rate plus the Applicable Margin (each as defined in the

Pre-Petition Credit Agreement)) applicable under the Existing Agreements, *provided* that, (x) without prejudice to the rights of the Debtors or any other party to contest such assertion, the Pre-Petition Secured Lenders reserve their rights to assert claims for the payment of additional interest calculated at any other applicable rate of interest (including, without limitation, default rates), or on any other basis provided for in the Existing Agreements, and for the payment of any other amounts provided for in the Existing Agreements, and (y) notwithstanding anything to the contrary in this Order or the Pre-Petition Credit Agreement, as to each Pre-Petition Secured Lender which executes and delivers a written consent in the form to be provided by the Pre-Petition Agent (which consent shall be in form and substance reasonably satisfactory to the Borrower), waiving and releasing all claims, if any, in respect of default interest and any claims related to the early prepayment of the loans, including, without limitation, any prepayment premiums under the Pre-Petition Credit Agreement, interest shall accrue and be paid by the Borrower to such Pre-Petition Secured Lender and its assignee(s) on the first business day of each month at ABR (as defined in the Pre-Petition Credit Agreement) plus the Applicable Margin in respect of the pre-petition loans held by such Pre-Petition Secured Lender from and after the later of (a) the expiry of existing LIBOR contracts and (b) the delivery of such release and waiver, (iv) current cash payment of all reasonable out-of-pocket expenses of the members of any steering committee of Pre-Petition Secured Lenders, in their capacity as such (but excluding any fees and disbursements of counsel, financial or other consultants to such steering committee). The

Debtors shall pay the fees and expenses provided for in the preceding clause (ii) or clause (iv) only after reasonably detailed invoices for such fees and expenses shall have been submitted to the Debtors and counsel to the official committee of unsecured creditors (the "Creditors' Committee"). The rights of all parties in interest with respect to the application of such payments in clauses (ii), (iii) and (iv) above shall be preserved in accordance with Paragraph 16 below. The Debtors shall pay the reasonable and documented fees and expenses of counsel to the Ad Hoc Committee of Pre-Petition Secured Lenders in connection with the Motion through the date of the Final Hearing in an aggregate amount not to exceed the cap previously agreed upon by the Debtors and such counsel. The Creditors' Committee shall be provided an opportunity to review such fees and expenses prior to the payment thereof. During the pendency of the Chapter 11 Cases, and except as otherwise set forth in any confirmed reorganization plan, the Pre-Petition Debt of any Pre-Petition Secured Lender shall not be repaid or refinanced in whole unless (x) it is part of a transaction in which the obligations under the DIP Credit Agreement and the Pre-Petition Credit Agreement are repaid or refinanced in whole, or (y) such Pre-Petition Secured Lender consents to such repayment.

(d) Access To Collateral. The Pre-Petition Agent (for the benefit of the Pre-Petition Secured Lenders) and their experts and advisors shall be given reasonable access for purposes of monitoring the business of the Debtors and the value of the Collateral; and

(e) Information. The Debtors shall provide the Pre-Petition Agent and the Creditors' Committee with any written financial information or periodic reporting that is provided to, or required to be provided to, the Agent or the DIP Lenders; *provided, however,* that to the extent such information is provided to the Creditors' Committee, the Debtors shall be entitled to reasonably restrict access to such information solely to professionals retained by such committee. The Debtors shall also provide the Agent and the Pre-Petition Agent with information related to payments made to and setoffs taken by the Debtors' suppliers in respect of any pre-petition claims to the extent such information is provided to the Creditors' Committee or is otherwise required to be supplied pursuant to the DIP Documents.

(f) Pre-Petition Letters of Credit. Subject to the terms and conditions of the DIP Documents, letters of credit issued and outstanding under the Pre-Petition Credit Agreement shall be replaced by letters of credit issued under the DIP Documents at the earlier of the stated expiry of such letters of credit and the next notice date for non-renewal of such letters of credit. The Pre-Petition Agent, in consultation with and after prior notice to the Debtors, is authorized to provide notice of non-renewal to letter of credit beneficiaries to prevent the automatic renewal of "evergreen" Letters of Credit.

13. *Reservation of Rights of Pre-Petition Secured Lenders.* Under the circumstances and given that the above described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Pre-Petition Secured Lenders.

Except as expressly provided herein, nothing contained in this Order (including, without limitation, the authorization of the use of any Cash Collateral and the granting of any Replacement Liens or Junior Adequate Protection Liens) shall impair or modify any rights, claims or defenses available in law or equity, including, without limitation, any right to propose, subject to the provisions of Section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans of reorganization, to the Pre-Petition Agent, any Pre-Petition Secured Lender, the Agent or any DIP Lender including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). The Pre-Petition Agent and the Pre-Petition Secured Lenders shall have the right to request further or different adequate protection under sections 361, 363(e) and 364(d)(2) of the Bankruptcy Code following the occurrence of any event after the Petition Date, that could reasonably be expected to have a material adverse effect on (A) the Debtors' ability to repay or refinance the Pre-Petition Obligations in full in cash under a Chapter 11 plan of reorganization or (B) the Debtors' ability to satisfy the Adequate Protection Obligations. The Debtors or any other party in interest may object to any such request, and with respect to such objections nothing herein shall operate to shift any applicable burdens of proof from those set forth in the Bankruptcy Code.

14. *Perfection Of DIP Liens And Adequate Protection Liens.*

(a) Subject to the provisions of paragraph 8(a) above, the Agent and the Pre-Petition Agent are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Agent on behalf of the DIP Lenders or the Pre-Petition Agent on behalf of the Pre-Petition Secured Lenders shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, at the time and as of the date of entry of this Order. Upon the request of the Agent, each of the Pre-Petition Agent and Pre-Petition Secured Lenders, without any further consent of any party, is authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind) to enable the Agent to further validate, perfect, preserve and enforce DIP Liens.

(b) A certified copy of this Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing

offices are hereby authorized to accept such certified copy of this Order for filing and recording.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the DIP Lenders in accordance with the terms of the DIP Credit Agreement or this Order.

15. *Preservation Of Rights Granted Under The Order.*

(a) No claim or lien having a priority superior to or *pari passu* with those granted by this Order to the Agent and the DIP Lenders or to the Pre-Petition Agent, the Pre-Petition Secured Lenders and the Setoff Claimants, respectively, shall be granted or allowed while any portion of the Financing (or any refinancing thereof) or the Commitments thereunder or the DIP Obligations or the Adequate Protection Obligations remain outstanding, and the DIP Liens, the Adequate Protection Liens, the Replacement Liens and the Junior Adequate Protection Liens shall not be (i) solely in the case of the DIP Liens, subject or junior to any lien or security interest that is avoided and preserved

for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or (ii) subordinated to or made pari passu with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise (other than as specifically provided for in this Order). Nothing in this paragraph 15(a) shall limit (x) the rights of the Debtors to refinance the Financing in compliance with the DIP Credit Agreement or (y) the rights of any party in interest with respect to any such refinancing.

(b) Unless all DIP Obligations shall have been paid in full (and, with respect to outstanding letters of credit issued pursuant to the DIP Credit Agreement, cash collateralized in accordance with the provisions of the DIP Credit Agreement), the Debtors shall not seek, and it shall constitute an Event of Default and a termination of the right to use Cash Collateral if any of the Debtors seek, or if there is entered, (i) any modifications or extensions of this Order without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the Agent, or (ii) an order dismissing any of the Cases. If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (x) the Superpriority Claims, priming liens, security interests and replacement security interests granted to the Agent and, as applicable, the Pre-Petition Agent, the Setoff Claimants or the holders of the Debtor Liens pursuant to this Order shall continue in full force and effect and shall maintain their priorities as provided in this Order until all DIP Obligations and Adequate Protection Obligations shall have been paid and satisfied

in full (and that such Superpriority Claims, priming liens and replacement security interests, shall, notwithstanding such dismissal, remain binding on all parties in interest) and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in (x) above.

(c) If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacation shall not affect (i) the validity of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Agent or Pre-Petition Agent, as applicable, of the effective date of such reversal, stay, modification or vacation or (ii) the validity or enforceability of any lien or priority authorized or created hereby or pursuant to the DIP Credit Agreement with respect to any DIP Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, stay, modification or vacation, any use of Cash Collateral, or DIP Obligations or Adequate Protection Obligations incurred by the Debtors to the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders prior to the actual receipt of written notice by the Agent and Pre-Petition Agent of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Order, and the Agent, DIP Lenders, Pre-Petition Agent and Pre-Petition Secured Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Order and pursuant to the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in this Order or in the DIP Documents, the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations. The terms and provisions of this Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full.

16. *Effect Of Stipulations On Third Parties.* Subject to the reservation of rights set forth in this paragraph 16, the stipulations and admissions contained in paragraphs 3 and 10 of this Order shall be binding upon the Debtors in all circumstances. The stipulations and admissions contained in paragraphs 3 and 10 of this Order shall be binding upon all other parties in interest, including, without limitation, the Creditors' Committee, unless (a) a party-in-interest has timely filed an adversary proceeding or

contested matter, or commenced litigation for authorization to commence such adversary proceeding or contested matter ("Authorization Motion"), (subject to the limitations contained herein, including, *inter alia*, in paragraph 17) by no later than January 16, 2006 in the case of clause (i) below and April 17, 2006 in the case of clauses (ii) and (iii) below (or, in each case, such later date (x) as has been agreed to, in writing, by the Pre-Petition Agent in its sole discretion or (y) as has been ordered by the Court) (i) challenging the validity, enforceability, priority or extent of the Pre-Petition Debt or the Pre-Petition Agent's or the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral, (ii) seeking a determination that the Pre-Petition Debt was under-secured as of the Petition Date, or (iii) otherwise asserting or prosecuting any Avoidance Actions or any other any claims, counterclaims or causes of action, objections, contests or defenses (collectively, "Claims and Defenses") against the Pre-Petition Agent or any of the Pre-Petition Secured Lenders or their respective affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with matters related to the Existing Agreements, the Pre-Petition Debt, or the Pre-Petition Collateral, and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter, *provided* that as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date other than any such Claims and Defenses as they relate to the appropriateness of any interest rate, fees or expenses charged or claimed by the Pre-Petition Secured Lenders (except with respect to the payments of interest at ABR plus the Applicable Margin to

any Pre-Petition Secured Lender who has executed and delivered the release and waiver, and the other fees and expenses, all as provided in paragraph 12(c) of this Order), including, without limitation, the allowance of any claim for default interest under Section 2.14 of the Pre-Petition Credit Agreement or the allowance of any claim for any prepayment premium under Sections 2.10 or 2.11 of the Pre-Petition Credit Agreement. Subject in each case to the reservation of the Debtors' rights set forth above to contest the allowance of any claim for default interest on the Pre-Petition Debt or any prepayment premium, if no such adversary proceeding or contested matter is timely filed (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion), (x) the Pre-Petition Debt and all related obligations of the Debtors (the "Pre-Petition Obligations") shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 cases, (y) the Pre-Petition Agent's and the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to defense, counterclaim, recharacterization, subordination or avoidance and (z) the Pre-Petition Obligations, the Pre-Petition Agent's and the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Pre-Petition Agent and the Pre-Petition Secured Lenders shall not be subject to any other or further challenge by any party-in-interest, and any such party-in-interest shall be enjoined from, seeking to exercise the rights of the Debtors' estates, including, without limitation,

any successor thereto (including, without limitation, any estate representative or a chapter 7 or 11 trustee appointed or elected for any of the Debtors). If any such adversary proceeding or contested matter is timely filed (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion), the stipulations and admissions contained in paragraphs 3 and 10 of this Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any official committee (including the Creditors' Committee) and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion). Nothing in this Order vests or confers on any Person (as defined in the Bankruptcy Code), standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, Claims and Defenses with respect to the Existing Agreements or the Pre-Petition Debt other than the Creditors' Committee, which is hereby vested with standing and authority to pursue any cause of action arising from or related to the Debtors' stipulations and admissions in paragraphs 3 and 10 of this Order.

17. *Limitation On Use Of Financing Proceeds And Collateral.*

Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings, letters of credit, Cash Collateral, Pre-Petition Collateral, Collateral or the

Carve Out may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents or the Existing Agreements, or the liens or claims granted under this Order, the DIP Documents or the Existing Agreements, (b) assert any Claims and Defenses or any other causes of action against the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders or their respective agents, affiliates, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay the Agent's or the Pre-Petition Agent's assertion, enforcement or realization on the Cash Collateral or the Collateral in accordance with the DIP Documents, the Existing Agreements or this Order, (d) seek to modify any of the rights granted to the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders hereunder or under the DIP Documents or the Existing Agreements, in each of the foregoing cases without such parties' prior written consent or (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an Order of this Court and (ii) in accordance with the DIP Credit Agreement or otherwise approved by the Agent in its sole discretion; *provided* that, notwithstanding anything to the contrary herein, the Creditors' Committee shall be limited to \$250,000 to perform the investigations contemplated hereby and no other official committee shall be authorized to perform such investigations; *provided, further,* that such \$250,000 limit shall not include the fees and expenses of an investment banker in connection with the investigations contemplated by clause (a)(ii) of paragraph 16 of this Order.

18. *Setoff, Replacement Liens and Junior Adequate Protection Liens.* To the extent that a customer or supplier of the Debtors that has an allowable setoff claim under section 506 or 553 of the Bankruptcy Code in respect of its payables owed to any Debtor as of the Petition Date ("Pre-Petition Payables") or a valid right of recoupment that arose prior to the Petition Date (such setoff claim or right of recoupment, "Setoff"), such customer or supplier (a "Setoff Claimant") is hereby provided with certain rights and adequate protection as described below. For the avoidance of doubt, nothing herein shall be construed to be an admission or acknowledgement, or an increase or decrease in the monetary amount of the pre-petition setoff or recoupment rights of any person, under the Bankruptcy Code, applicable non-bankruptcy law or otherwise.

(a) Exercise of Set Off. (1) Any exercise of a Setoff Right (as defined below) in accordance with this Order shall not be stayed by section 362 of the Bankruptcy Code. Any exercise of any right of Setoff other than in accordance with this Order is subject to section 362 of the Bankruptcy Code. Nothing in this Order shall prevent any holder of a right of Setoff from seeking relief from the automatic stay with respect to such Setoff, or prevent the Debtors or any party in interest from objecting or being heard with respect to any such request. A Setoff Claimant shall, in accordance with this paragraph, be entitled to exercise its Setoff that arose in the ordinary course of business for any claims or recoupment defenses arising from or related to the claims for prepetition warranty and/or product recall claims, customer adjustments, customer rebates and allowances, overpricing claims, claims for short shipments and damaged

goods, customer/supplier netting and other similar claims arising in the ordinary course of business of the relevant parties other than any such claims or recoupment defenses arising as a result of the filing of the cases (a "Setoff Right"). A Setoff Right shall not include any claims or recoupment defenses arising from or related to employee or employee benefit matters, retiree benefit or pension matters, including, without limitation, any related indemnities or guarantees, the rejection of executory contracts, or consequential or punitive damages. The determination as to whether a Setoff Claimant may exercise a "Setoff Right" will be made solely by (i) the agreement of the Setoff Claimant, the Creditors' Committee and the Debtors, (ii) pursuant to the procedures hereinafter set forth or (iii) order of the Court.

(2) Any Setoff Claimant seeking to exercise a Setoff Right against payables during any month (whether against Pre-Petition Payables or post-petition payables) shall submit to the Debtors and the Creditors' Committee (with a copy to the Agent) a written request to exercise such Setoff Right, the basis for such Setoff Right and reasonably detailed documentation supporting such Setoff Right. If the Setoff Claimant, the Creditors' Committee and the Debtors fail to agree in writing that any amount is included in a Setoff Right within 10 business days after submission of such information to the Debtors and the Creditors' Committee (the "Agreement Deadline"), the Debtors and such Setoff Claimant shall (unless all such parties agree to extend such 10 business day period) seek resolution of such matter through a mediator agreed to by the Debtors and such Setoff Claimant or appointed by this Court. Such mediation shall end not later

than 30 days after the Agreement Deadline unless such period is extended by agreement of the Debtors and such Setoff Claimant. If the Debtors and such Setoff Claimant cannot resolve the matter through such mediation, then such matter may be submitted to binding arbitration to a single arbitrator agreed to by all such parties or appointed by this Court, and such parties shall request that such arbitrator issue its ruling within 90 days after the Agreement Deadline. Notwithstanding any award in any such arbitration, in no event shall the Setoff Claimant be permitted to exercise its Setoff Right against any payables other than Pre-Petition Payables except as set forth in this paragraph 18.

(3) In the event any Setoff Claimants (the "Non-Exercising Setoff Claimants") have not exercised their asserted Setoff Rights in respect of their respective Pre-Petition Payables and have instead paid their Pre-Petition Payables to the Debtors, in addition to any other adequate protection provided to such Non-Exercising Setoff Claimants herein, the Non-Exercising Setoff Claimants may exercise Setoff Rights established in accordance with this paragraph against post-petition payables owed by such Non-Exercising Setoff Claimants to the Debtor or Debtors against which such Non-Exercising Setoff Claimants have their Setoff Rights; *provided* that (a) in the case of the exercise of any Setoff Rights by General Motors Corporation or any of its affiliates ("GM"), the aggregate amount of Setoff Rights that may be exercised pursuant to this subparagraph (3) against Pre-Petition Payables or post-petition payables owed by GM to the Debtors during any month shall not exceed \$35 million (the "Aggregate Monthly Cap Amount") and (b) to the extent Setoff Rights are recognized in accordance with this

Order in excess of the Setoff Rights that are permitted to be exercised pursuant to such limitations, Setoff Claimants may carry forward their Setoff Right to succeeding months, subject to the applicable monthly limitations, if any, until such Setoff Rights have been fully exercised.

(4) (a) Except as set forth above, and subject to the adequate protection provided to Setoff Claimants as herein set forth, Setoff Claimants shall not be permitted to exercise any Setoff until the later of (x) the effective date of the Debtors' confirmed plan of reorganization and (y) allowance of the Setoff as a claim in these Cases. Any exercise of Setoff pursuant to (x) or (y) above is subject to the treatment afforded to such Setoff under a plan of reorganization confirmed by the Bankruptcy Court. Nothing contained herein shall limit (i) the discretion of the Debtors to pay warranty and/or product recall claims in accordance with orders of the Court, (ii) the right of any party in interest to exercise a post-petition setoff or recoupment against a post-petition payable or (iii) the right of a Setoff Claimant to request further adequate protection (or the Debtors or any party in interest to oppose any such request).

(b) Adequate Protection. A Setoff Claimant is entitled, pursuant to sections 361, 362(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of its Setoff to the extent it does not exercise such Setoff and remits the amount of such Pre-Petition Payables not setoff or recouped. As adequate protection therefor, each such Setoff Claimant is hereby granted, effective upon payment to the Debtors of the amount

subject to such Setoff, the following (collectively, the "Junior Adequate Protection Liens"), such Junior Adequate Protection Liens to be effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements:

(i) A replacement lien (the "Replacement Lien") on such Setoff Claimant's post-petition payables to the extent that it is determined that such Setoff Claimant had a Setoff in respect of the Pre-Petition Payables that have been remitted to the Debtors, which Replacement Lien is limited to the amount of the Setoff; *provided, however*, that (i) the Debtors reserve their rights to any and all Claims and Defenses that may be asserted with respect to such Setoff and (ii) the Replacement Liens are subject and subordinate to and only to (x) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens to which such liens so granted to the Agent are junior and (y) the Carve-Out.

(ii) As further adequate protection to protect the Setoff Claimant against any diminution in the value of its Replacement Lien, the Setoff Claimant is hereby granted a security interest in and lien upon all the other Collateral, subject and subordinate to and only to (A) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens to which such liens so granted to the Agent are junior, (B) the Carve Out and (C) Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders,

provided that the Setoff Claimant's security interest in and lien upon Collateral which is not (x) Pre-Petition Collateral, (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien or (z) subject to the Replacement Lien shall be *pari passu* with the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders in such Collateral.

(iii) As further Adequate Protection, to the extent that the post-petition payables in respect of which the Setoff Claimant is granted a Replacement Lien are less than the Setoff of such Setoff Claimant, such Setoff Claimant is hereby granted an administrative claim under section 507(b) of the Bankruptcy Code in the amount of such deficiency subject to the Carve Out and equal in priority to the administrative claim granted as adequate protection to the Pre-Petition Secured Lenders in Paragraph 12(b) above; *provided, however*, that the Setoff Claimant shall not receive or retain any payments, property or other amounts in respect of the claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have indefeasibly been paid in cash in full.

19. *Debtor Reimbursement Claims and Debtor Liens.* Without limiting the joint and several liability of each of the Debtors for the DIP Obligations, the Debtors shall use their reasonable best efforts to ensure that Debtors that receive the benefit of funds advanced under the Financing repay their share thereof on a dollar for dollar basis.

To the extent a Debtor (i) incurs any of the DIP Obligations (including as a result of intercompany balances incurred after the Petition Date to the extent such balances arise from the incurrence of DIP Obligations) or (ii) receives a postpetition intercompany loan or transfer (including as a result of the Debtors' cash management system or otherwise) (each a "Beneficiary Debtor"), and such DIP Obligations were repaid or such postpetition intercompany loan or transfer is made (including from cash collateral) (each an "Advance") by (A) any other Debtor that is a Borrower or Guarantor under the Financings or (B) any non-Debtor affiliate (together (A) and (B) an "Adequately Protected Entity"), the Adequately Protected Entity shall have, subject to the limitations set forth in paragraph 20 below (a) an allowed claim under sections 364(c)(1) and 507(b) of the Bankruptcy Code against the Beneficiary Debtor for the amount of such Advance, having priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, which claim shall bear interest at a rate agreed between the Debtors from time to time for the period accruing from and after the date such claim arises until repayment thereof (collectively, the "Debtor Reimbursement Claim") and (b) a lien on all Collateral under section 364(c)(3) of the Bankruptcy Code securing such Debtor Reimbursement Claim (a "Debtor Lien"). All Debtor Liens are effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements.

20. All Debtor Reimbursement Claims and Debtor Liens shall be junior, subject and subordinate to and only to the Superpriority Claims, the DIP Liens, the Adequate Protection Obligations, Junior Adequate Protection Liens, the Replacement Liens and to any claims against such Beneficiary Debtor that are expressly senior to, and on a parity with, or carved out from the Superpriority Claims, the DIP Liens, the Adequate Protection Obligations, Junior Adequate Protection Liens or the Replacement Liens. All Debtor Liens shall be "silent" liens and the Adequately Protected Entity shall forbear from exercising, and shall not be entitled to exercise, any right or remedy relating to any Debtor Reimbursement Claim or Debtor Lien, including, without limitation, taking any of the actions that the Pre-Petition Agent, the Pre-Petition Secured Lenders and holders of Replacement Liens and Junior Adequate Protection Liens are prohibited from taking pursuant to paragraph 8, including, without limitation, as to seeking relief from the automatic stay, or seeking any sale, foreclosure, realization upon repossession or liquidation of any property of another Debtor, or taking any position with respect to any disposition of the property, the business operations, or the reorganization of another Debtor. The Agent shall have the exclusive right to manage, perform and enforce all rights and remedies described in the DIP Documents. The Debtor Lien of the Adequately Protected Entity automatically, and without further action of any person or entity of any kind, shall be released or otherwise terminated to the extent that property subject to such Debtor Lien is sold or otherwise disposed of by or on behalf of the Agent or any other

Debtor or to the extent that such property is subject to a lien prior to the DIP Liens and such lien is permitted under the DIP Documents.

21. With respect to the effect of Debtor Liens on any sale of property by the Debtors, (a) the Debtors may sell property, in accordance with section 363 of the Bankruptcy Code, free and clear of any Debtor Lien, with such lien attaching to the proceeds of sale in the same priority and subject to the same limitations and restrictions as existed in respect of the property sold and (b) the provisions of section 363(k) of the Bankruptcy Code shall not apply.

22. *JPMCB As Collateral Agent.* To the extent JPMCB, in its role as Collateral Agent under the Existing Agreements, is the secured party under any Control Agreements (as defined in the Existing Agreements), listed as loss payee under the Debtors' insurance policies as required under the Guarantee and Collateral Agreement or is the secured party under any other Existing Agreement, JPMCB, in its role as Collateral Agent under the DIP Credit Agreement, is also deemed to be the secured party under such Control Agreements, loss payee under the Debtors' insurance policies and the secured party under any other Existing Agreement and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Lenders in accordance with the DIP Credit Agreement and second, subsequent to indefeasible payment in full of all DIP Obligations, for the benefit of the Pre-Petition Secured Lenders under the Existing Agreements.

23. *Order Governs.* In the event of any inconsistency between the provisions of this Order and the DIP Documents, the provisions of this Order shall govern. The terms of this Order shall govern to the extent of any inconsistency between this Order and that certain Cash Management Order dated October 14, 2005, including, without limitation, with respect to the matters set forth in paragraphs 19 to 21 of this Order.

24. *Binding Effect; Successors And Assigns.* The DIP Documents and the provisions of this Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the Agent, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Junior Adequate Protection Lien hereunder, any Committee appointed in these Cases, and the Debtors, for themselves and not for their estates, and their respective successors and assigns and shall inure to the benefit of the Agent, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Replacement Lien or Junior Adequate Protection Lien, and the Debtors and their respective successors and assigns; *provided, however,* that the Agent, the Pre-Petition Agent, the DIP Lenders and the Pre-Petition Secured Lenders shall have no obligation to permit the use of Cash Collateral or extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan under the DIP Credit Agreement, permitting the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Order or the DIP Documents, the Agent, the Pre-Petition Agent, the DIP Lenders and the Pre-Petition Secured Lenders shall not be deemed to be

in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute).

25. *Aircraft Leases.* Notwithstanding anything to the contrary contained in this Order, no DIP Liens or any other liens or interests granted, authorized or contemplated herein shall attach to any interests of Delphi Automotive Systems Human Resources, LLC ("Delphi HR") in two leases of aircraft, both of which are dated March 30, 2001 between Bank of America, N.A., and Delphi HR (the "Aircraft Leases"), or in any personal property that is the subject of the Aircraft Leases.

26. *Objections Overruled.* Any Objection which has not been withdrawn or resolved is, to the extent not resolved, hereby overruled.

27. *Committee Notices.* All notices to be provided to the Creditors' Committee shall be sent to Latham & Watkins LLP, 885 Third Avenue, Suite 1000, New York, NY 10022-4834, Attn: Robert Rosenberg, Esq.

Dated: October 28, 2005
New York, New York

/s/ ROBERT D. DRAIN

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT I

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: In re Chapter 11
: DELPHI CORPORATION, et al., Case No. 05-44481 (RDD)
: (Jointly Administered)
: Debtors.
: -----X

**NOTICE OF COMMENCEMENT OF CHAPTER 11
BANKRUPTCY CASES AND MEETING OF CREDITORS**

On October 8, 2005, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Initial Debtors,"¹ and together with the Additional Debtors, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors, and their respective addresses, case numbers, and federal tax identification numbers are as follows:

<u>DEBTOR</u>	<u>ADDRESS</u>	<u>CASE NO.</u>	<u>EID #</u>
Delphi Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44481	38-3430473
ASEC Manufacturing General Partnership	1301 Main Parkway Catoosa, Oklahoma 74015	05-44482	73-1474201
ASEC Sales General Partnership	1301 Main Parkway Catoosa, Oklahoma 74015	05-44484	73-1474151
Aspire, Inc.	U.S. Route 1 Morrisville, Pennsylvania 19067	05-44618	36-4392806
Delco Electronics Overseas Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44610	38-2638990
Delphi Automotive Systems (Holding), Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44596	38-3422378
Delphi Automotive Systems Global (Holding), Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44636	38-3547659
Delphi Automotive Systems Human Resources LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-44639	38-3547664
Delphi Automotive Systems International, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44589	38-3280289
Delphi Automotive Systems Korea, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44580	38-2849490
Delphi Automotive Systems LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-44640	38-3431131
Delphi Automotive Systems Overseas Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44593	38-3318021

¹

On October 14, 2005, Delphi Furukawa Wiring Systems LLC, Delphi Receivables LLC, and MobileAria, Inc. (collectively, the "Additional Debtors") each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code").

<u>DEBTOR</u>	<u>ADDRESS</u>	<u>CASE NO.</u>	<u>EID #</u>
Delphi Automotive Systems Risk Management Corp.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44570	38-3575299
Delphi Automotive Systems Services LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-44632	38-3568834
Delphi Automotive Systems Tennessee, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44558	38-3319836
Delphi Automotive Systems Thailand, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44586	38-3379709
Delphi China LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-44577	38-3196159
Delphi Connection Systems	17150 Von Karman Avenue Irvine, California 92614-0901	05-44624	95-2563022
Delphi Diesel Systems Corp.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44612	38-3505001
Delphi Electronics (Holding), LLC	One Corporate Center Kokomo, Indiana 46904-9005	05-44547	95-4554161
Delphi Foreign Sales Corporation	Chase Trade, Inc. P.O. Box 309420 55-11 Conacao Gade Charlotte Amalie St. Thomas, US Virgin Islands 00803-9420	05-44638	66-0564421
Delphi Furukawa Wiring Systems LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-47452	20-2478586
Delphi Integrated Service Solutions, Inc.	1322 Rankin Street Troy, Michigan 48083	05-44623	38-3473261
Delphi International Holdings Corp.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44591	38-3449527
Delphi International Services, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44583	38-3439894
Delphi Liquidation Holding Company	5725 Delphi Drive Troy, Michigan 48098-2815	05-44542	95-4359324
Delphi LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-44615	37-1438255
Delphi Mechatronic Systems, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44567	38-3589834
Delphi Medical Systems Colorado Corporation	4300 Road 18 Longmont, Colorado 80504	05-44507	32-0052827
Delphi Medical Systems Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44529	32-0052827
Delphi Medical Systems Texas Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44511	20-2885110
Delphi NY Holding Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44480	20-3383408

<u>DEBTOR</u>	<u>ADDRESS</u>	<u>CASE NO.</u>	<u>EID #</u>
Delphi Receivables LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-47459	61-1446224
Delphi Services Holding Corporation	5725 Delphi Drive Troy, Michigan 48098-2815	05-44633	20-0577653
Delphi Technologies, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44554	38-3430681
DREAL, Inc.	5725 Delphi Drive Troy, Michigan 48098-2815	05-44627	38-3457411
Environmental Catalysts, LLC	5725 Delphi Drive Troy, Michigan 48098-2815	05-44503	N/A
Exhaust Systems Corporation	4800 S. Saginaw Street Flint, Michigan 48501	05-44573	38-3211473
MobileAria, Inc.	800 West El Camino Real Suite 240 Mountain View, California 94040	05-47474	31-1695929
Packard Hughes Interconnect Company	17150 Von Karman Avenue Irvine, California 92614- 0901	05-44626	33-0595219
Specialty Electronics, Inc.	19200 Asheville Highway PO Box 519 Landrum, SC 29356	05-44539	57-0755068
Specialty Electronics International Ltd.	69A Kronprindsens Gade (Third Floor) P.O. Box 1858 St. Thomas, US Virgin Islands 00803-9420	05-44536	66-0522490

DATE, TIME, AND LOCATION OF MEETING OF CREDITORS. February 3, 2006, at 1:30 p.m., Prevailing Eastern Time, at 80 Broad Street, 2nd Floor, New York, New York 10004.

NAME, ADDRESS, AND TELEPHONE NUMBER OF TRUSTEE. None appointed to date.

COUNSEL FOR THE DEBTORS.

John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606

– and –

Kayalyn A. Marafioti
Thomas J. Matz
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

Delphi Legal Information Hotline: Toll Free: (800) 718-5305; International: (248) 813-2698

COMMENCEMENT OF CASES. Petitions for relief under chapter 11 of the Bankruptcy Code have been filed in this Court by the Debtors listed above, and orders for relief have been entered. You will not receive notice of all documents filed in this case. All documents filed with the Court, including lists of the Debtors property and debts, will be available for inspection at the Office of the Clerk of the Bankruptcy Court. In addition, such documents may be available at <http://www.delphidocket.com> or the Court's website, <http://www.nysb.uscourts.gov>, and can be viewed with a PACER password (to obtain a PACER password, go to the PACER website, <http://pacer.psc.uscourts.gov>).

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the U.S. Bankruptcy Code enables a debtor to reorganize pursuant to a plan. A plan is not effective unless approved by the court at a confirmation hearing. Creditors will be given notice concerning any plan, or in the event the case is dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate any business unless a trustee is appointed.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom a debtor owes money or property. Under the Bankruptcy Code, a debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting a debtor to demand repayment, taking action against a debtor to collect money owed to creditors or to take property of a debtor, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against a debtor, the Court may penalize that creditor. A creditor who is considering taking action against a debtor or the property of a debtor should review section 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the Clerk of the Bankruptcy Court are not permitted to give legal advice.

MEETING OF CREDITORS. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may examine the Debtors and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors.

CLAIMS. Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not listed as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in the cases or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedule of creditors has the responsibility for determining that the claim is listed accurately. **Separate notice of the deadlines to file proofs of claim and proof of claim forms will be provided to the Debtors' known creditors.** Proof of claim forms are available in the clerk's office of any bankruptcy court. Proof of claim forms are also available at <http://www.delphidocket.com> or from the Court's web site at <http://www.nysb.uscourts.gov>. Proof of claim forms may be filed at the following address:

United States Bankruptcy Court
Southern District of New York
Delphi Corporation Claim Docketing Center
P.O. Box 5058
Bowling Green Station
New York, New York 10274-5058

By hand or overnight courier:
United States Bankruptcy Court
Southern District of New York
One Bowling Green
Room 534
New York, New York 10004-1408

DISCHARGE OF DEBTS. Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See section 1141(d) of the Bankruptcy Code. A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan.

For the Court: Kathleen Farrell-Willoughby
Clerk of Court
United States Bankruptcy Court for the
Southern District of New York

Dated: October 24, 2005

CONTACT INFORMATION.

Delphi Legal Information Hotline: Toll Free: (800) 718-5305; International: (248) 813-2698

Restructuring Information Line: Toll Free: (866) 688-8740; International: (248) 813-2602

Supplier Support Center: Toll Free: (866) 688-8679; International: (248) 813-2601

Kurtzman Carson Consultants LLC (Claims, Noticing, and Balloting Agent): (888) 249-2691

EXHIBIT J

Hearing Date: October 27, 2005

Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
DELPHI CORPORATION, et al., : Chapter 11
Debtors. : Case No. 05-44481 (RDD)
: (Jointly Administered)
:
-----X

PROPOSED FIRST OMNIBUS HEARING AGENDA

Location Of Hearing: United States Bankruptcy Court for the Southern District of New
York, Alexander Hamilton Custom House, Room 601, 6th Floor,
One Bowling Green, New York, New York 10004-1408

The matters set for hearing are divided into the following categories for the purposes of this Proposed Agenda:

- A. Introduction
- B. Continued or Adjourned Matters (11 Matters)
- C. Uncontested, Agreed, or Settled Matters (6 Matters)
- D. Contested Matters (2 Matters)

B. Continued or Adjourned Matters

1. **"Interim Compensation"** – Motion For Administrative Order Under 11 U.S.C. § 331 (I) Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals And (II) Setting A Final Hearing Thereon (Docket No. 11)

Response Filed: None.

Reply Filed: None.

Related Filing: None.

Status: The portion of this matter pertaining to interim compensation is being adjourned to November 4, 2005. The portion of this matter pertaining to the establishment of a fee committee is being adjourned to November 29, 2005.

2. **"Skadden Retention"** – Application For Order Under 11 U.S.C. §§ 327(a) And 329 And Fed. R. Bankr. P. 2014 And 2016 (I) Authorizing Employment And Retention Of Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates As Attorneys For Debtors-in-Possession And (II) Scheduling A Final Hearing Thereon (Docket No. 47)

Response Filed: None.

Reply Filed: None.

Related Filing: Interim Order Under 11 U.S.C. §§ 327(a) And 329 And Fed. R. Bankr. P. 2014 And 2016 (I) Authorizing Employment And Retention Of Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates As Attorneys

*For Debtors-in-Possession And (II) Scheduling A
Final Hearing Thereon (Docket No. 274)*

Status: This matter is being adjourned to November 4, 2005.

3. **"Togut Segal Retention"** – Application For Order Under 11 U.S.C. § 327(a) And Fed. R. Bankr. P. 2014(a) (I) Authorizing Employment And Retention Of Togut, Segal & Segal LLP As Conflicts Counsel For Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 48)

Response Filed: None.

Reply Filed: None.

Related Filing: Interim Order Under 11 U.S.C. § 327(a) And Fed. R. Bankr. P. 2014(a) (I) Authorizing The Employment And Retention Of Togut, Segal & Segal LLP As Conflicts Counsel For The Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 275)

Status: This matter is being adjourned to November 4, 2005.

4. **"Shearman Retention"** – Application For Order Under 11 U.S.C. § 327(e) And Fed. R. Bankr. P. 2014 (I) Authorizing Employment And Retention Of Shearman & Sterling LLP As Special Counsel To Debtors And (II) Scheduling A Final Hearing Thereon (Docket No. 49)

Response Filed: None.

Reply Filed: None.

Related Filing: Interim Order Under 11 U.S.C. § 327(e) And Fed. R. Bankr. P. 2014 (I) Authorizing Employment And Retention Of Shearman & Sterling LLP As Special Counsel To Debtors And (II) Scheduling A Final Hearing Thereon (Docket No. 273)

Status: This matter is being adjourned to November 4, 2005.

5. **"Groom Law Group Retention"** – Application For Order Under 11 U.S.C. §§ 327(e) And 1107(a) (I) Authorizing Employment And Retention Of Groom Law Group Chartered As Special Employee Benefits Counsel To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 50)

Response Filed: None.

Reply Filed: None.

Related Filing: *Interim Order Under 11 U.S.C. §§ 327(e) And 1107(a) (I) Authorizing Employment And Retention Of Groom Law Group Chartered As Special Employee Benefits Counsel To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 269)*

Status: *This matter is being adjourned to November 4, 2005.*

6. **"O'Melveny & Myers Retention"** – Application For Order Under 11 U.S.C. §§ 327(e) And 1107(a) (I) Authorizing Employment And Retention Of O'Melveny & Myers LLP As Special Labor Counsel To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 51)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *Interim Order Under 11 U.S.C. §§ 327(e) And 1107(a) (I) Authorizing Employment And Retention Of O'Melveny & Myers LLP As Special Labor Counsel To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 271)*

Status: *This matter is being adjourned to November 4, 2005.*

7. **"FTI Retention"** – Application For Order Under 11 U.S.C. § 327(a) And Fed. R. Bankr. P. 2014 And 2016 (I) Authorizing Employment And Retention Of FTI Consulting, Inc. As Restructuring And Financial Advisors To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 53)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *Interim Order Under 11 U.S.C. § 327(a) And Fed. R. Bankr. P. 2014 And 2016 (I) Authorizing Employment And Retention Of FTI Consulting, Inc. As Restructuring And Financial Advisors To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 268)*

Status: *This matter is being adjourned to November 4, 2005.*

8. **"KCC Retention"** – Application For Order Under 28 U.S.C. § 156(c) Authorizing Retention And Appointment Of Kurtzman Carson Consultants LLC As Claims, Noticing, And Balloting Agent For Clerk Of Bankruptcy Court (Docket No. 54)

Response Filed: None.

Reply Filed: None.

Related Filing: Interim Order Under 28 U.S.C. § 156(c) Authorizing Retention And Appointment Of Kurtzman Carson Consultants LLC As Claims, Noticing, And Balloting Agent For Clerk Of Bankruptcy Court (Docket No. 270)

Status: This matter is being adjourned to November 4, 2005.

9. **"Ordinary Course Professionals"** – Motion For Order Under 11 U.S.C. §§ 327, 330, And 331 Authorizing Retention Of Professionals Utilized By Debtors In Ordinary Course Of Business (Docket No. 55)

Response Filed: None.

Reply Filed: None.

Related Filing: None.

Status: This matter is being adjourned to November 4, 2005.

10. **"Claims Trading"** – Motion For Order Under 11 U.S.C. §§ 105, 362, And 541 And Fed. R. Bankr. P. 3001 Establishing Notification And Hearing Procedures For Trading In Claims And Equity Securities (Docket No. 29)

Responses Filed: Objection to Debtor's Motion for an Order Under 11 U.S.C. Sections 105, 362 and 541 of the Bankruptcy Code and Fed. R. Bankr. P. 3001 Establishing Notification and Hearing Procedures for Trading in Claims and Securities (Docket No. 76); Appaloosa Management L.P.'s (A) Objection to Debtors' Motion for an Order Under 11 U.S.C. Sections 105, 362 and 541 and Fed. R. Bankr. P. 3001 Establishing Notification and Hearing Procedures for Trading in Claims and Equity Securities or, in the Alternative, (B) Motion for Reconsideration Under Fed. R. Bankr. P. 9023 of Interim Trading Order Dated October 12, 2005 (Docket No. 596)

Reply Filed: None.

Related Filing: Interim Order Under 11 U.S.C. §§ 105, 362, And 541 And Fed. R. Bankr. P. 3001 Establishing Notification And Hearing Procedures For Trading In Claims And Equity Securities (Docket No. 126).

Status: *This matter is being adjourned to November 29, 2005.*

11. **"Rothschild Retention"** – Application For Order Under 11 U.S.C. §§ 327(a) And 328 (I) Authorizing Employment And Retention Of Rothschild Inc. As Financial Advisor And Investment Banker To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 52)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *Interim Order Under 11 U.S.C. §§ 327(a) And 328 (I) Authorizing Employment And Retention Of Rothschild Inc. As Financial Advisor And Investment Banker To Debtors And (II) Scheduling Final Hearing Thereon (Docket No. 272)*

Status: *This matter has been scheduled for the hearing on November 29, 2005.*

C. Uncontested, Agreed, or Settled Matters

12. **"Insurance Financing"** – Motion For Order Under 11 U.S.C. §§ 361 And 363(b) And Fed. R. Bankr. P. 4001(c) Authorizing Debtors To Continue Honoring Prepetition Insurance Premium Finance Agreement And Continue Grant Of Security Interest To Insurance Premium Finance Company (Docket No. 44)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *None.*

Status: *An order will be submitted for consideration by the Court.*

13. **"HSBC Purchase Card"** – Motion For Order Under 11 U.S.C. §§ 105, 363, 364, And 365(a) Authorizing Debtors To Assume Or Otherwise Take Actions Necessary To Cure And Continue Use Of Purchase Card Agreement And Travel Card Agreement With HSBC Bank USA, National Association Used For Low-Cost, Business-Related Goods, Services, And Travel (Docket No. 324)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *None.*

Status: *An order will be submitted for consideration by the Court.*

14. **"Pacific Rim"** – Motion For Order Under 11 U.S.C. § 365(a) Authorizing Rejection Of Pacific Rim Lease (Docket No. 325)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *None.*

Status: *An order will be submitted for consideration by the Court.*

15. **"De Minimis Assets"** – Motion For An Order Under 11 U.S.C. § 363 Approving Procedures To Sell Certain De Minimis Assets Free And Clear Of Liens, Claims, And Encumbrances And To Pay Market Rate Broker Commissions In Connection With Such Sales Without Further Court Approval (Docket No. 327)

Response Filed: *None.*

Reply Filed: *None.*

Related Filing: *None.*

Status: *An order will be submitted for consideration by the Court.*

16. **"Utilities"** – Motion For Interim And Final Orders Under 11 U.S.C. §§ 105, 366, 503, And 507 (I) Prohibiting Utilities From Altering, Refusing, Or Discontinuing Services On Account Of Prepetition Invoices And (II) Establishing Procedures For Determining Requests For Additional Assurance (Docket No. 41)

Responses Filed: *Objection of SBC Communications Inc. to the Debtors' Motion for Final Order Under 11 U.S.C. §§ 105, 366, 503 and 507 (I) Prohibiting Utilities from Altering, Refusing or Discontinuing Services on Account of Prepetition Invoices and (II) Establishing Procedures for Determining Requests for Additional Adequate Assurance (Docket No. 559); Objection of Certain Utility Companies to Motion for Interim and*

Final Orders Under 11 U.S.C. §§ 105, 366, 503 and 507 (I) Prohibiting Utilities from Altering, Refusing or Discontinuing Services on Account of Prepetition Invoices and (II) Establishing Procedures for Determining Requests for Additional Adequate Assurance (Docket No. 563); Response of Constellation Newenergy, Inc. to Motion for Final Order Under 11 U.S.C. §§ 105, 366, 503 and 507 (I) Prohibiting Utilities from Altering, Refusing or Discontinuing Services on Account of Prepetition Invoices and (II) Establishing Procedures for Determining Requests for Additional Adequate Assurance (Docket No. 568); Objection of AT&T Corp. to Debtors' Motion for an Order Pursuant to Section 366(b) of the Bankruptcy Code Deeming Utilities Adequately Assured of Future Performance (Docket No. 572); Objection of Entergy to Motion of Debtors for Interim and Final Orders Under 11 U.S.C. §§ 105, 366, 503 and 507 (I) Prohibiting Utilities from Altering, Refusing or Discontinuing Services on Account of Prepetition Invoices and (II) Establishing Procedures for Determining Requests for Additional Adequate Assurance (Docket No. 575)

Reply Filed: None.

Related Filing: Interim Order Under 11 U.S.C. §§ 105, 366, 503, And 507 (I) Prohibiting Utilities From Altering, Refusing, Or Discontinuing Services On Account Of Prepetition Invoices (Docket No. 234)

Status: This matter is being adjourned to November 29, 2005 with respect to AT&T Corp., Entergy Mississippi, Inc., SBC Communications Inc., American Electric Power, Dominion East Ohio, New York State Electrical And Gas Corporation, Niagara Mohawk Power Corporation, Public Services Electric And Gas Company, And Rochester Gas & Electric Corporation. The matter with respect to Constellation Newenergy, Inc. is resolved. With respect to all other parties, a revised order will be submitted for consideration by the Court.

17. **"Duraswitch"** – Motion For Order Under 11 U.S.C. § 365(a) Authorizing Rejection Of License Agreement With Duraswitch Industries, Inc. (Docket No. 329)

Response Filed: *Objection Of Duraswitch Industries, Inc. To Debtors' Motion For An Order Under 11 U.S.C. 365(a) Authorizing Rejection Of License Agreement With Duraswitch Industries, Inc. (Docket No. 629)*

Reply Filed: *None.*

Related Filing: *None.*

Status: *A revised order will be submitted for consideration by the Court.*

D. Contested Matters

18. **"Cash Management"** – Motion For Order Under 11 U.S.C. §§ 363 And 553 Authorizing (I) Continued Maintenance Of Existing Bank Accounts, (II) Continued Use Of Existing Cash Management System, (III) Continued Use Of Existing Business Forms, (IV) Preservation And Exercise Of Intercompany Setoff Rights, And (V) Grant Of Administrative Status For Postpetition Intercompany Transactions (Docket No. 24)

Response Filed: *Limited Omnibus Objections of Pension Benefit Guaranty Corporation to (A) Interim Cash Management Order and (B) Debtor in Possession Financing Motion (Docket No. 437); Statement Of The Official Committee Of Unsecured Creditors In Response To Debtors' Motion For Order Under 11 U.S.C Section 363 And 553 Authorizing (I) Continued Maintenance Of Existing Bank Accounts, (II) Continued Use Of Existing Cash Management System, (III) Continued Use Of Existing Business Forms, (IV) Preservation And Exercise Of Intercompany Setoff Rights, And (V) Grant Of Administrative Status For Postpetition Intercompany Transactions (Docket No. 639)*

Reply Filed: *None.*

Related Pleading: *Bridge Order Under 11 U.S.C. §§ 363 And 553 Authorizing (I) Continued Maintenance Of Existing Bank Accounts, (II) Continued Use Of Existing Cash Management System, (III) Continued Use Of Existing Business Forms, (IV) Preservation And Exercise Of Intercompany Setoff Rights, And (V) Grant Of Administrative Status For Postpetition Intercompany Transactions (Docket No. 36); Interim Order Under 11 U.S.C. §§ 363 And 553 Authorizing (I) Continued Maintenance Of Existing Bank*

Accounts, (II) Continued Use Of Existing Cash Management System, (III) Continued Use Of Existing Business Forms, (IV) Preservation And Exercise Of Intercompany Setoff Rights, And (V) Grant Of Administrative Status For Postpetition Intercompany Transactions (Docket No. 240)

Status: *A revised order will be submitted for consideration by the Court.*

19. **"DIP Financing"** – Motion For Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c), 364(d) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Secured Postpetition Financing On Superpriority Secured And Priming Basis, (II) Authorizing Use Of Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Lenders, (IV) Granting Interim Relief, And (V) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c) (Docket No. 42)

*Responses Filed:*¹

- a. PBGC:* *Limited Omnibus Objections of Pension Benefit Guaranty Corporation to (A) Interim Cash Management Order and (B) Debtor in Possession Financing Motion (Docket No. 437);*
- b. Prepetition Lenders:* *Objection of Ad Hoc Committee of Prepetition Lenders to Debtors' Motion for Postpetition Financing (Docket No. 553); Response and Reservation of Rights of the Prepetition Agent to the Proposed Adequate Protection for the Prepetition Lenders in the Debtor in Possession Financing Motion (Docket No. 612)*
- c. Aircraft Lessors:* *Objection of Bank of America N.A. to Debtors' Motion for Postpetition Financing and for Adequate Protection (Docket No. 565);*
- d. Setoff Claimants:* *Limited Objection by Robert Bosch Corporation and Affiliates to Financing*

¹ Responses listed in bold were filed after the October 20, 2005 4:00 p.m. (prevailing eastern time) objection deadline established under the *Interim Order Under 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Postpetition Financing, (II) To Utilize Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Parties And (IV) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c)* granted by this Court on October 12, 2005 (Docket No. 164).

Motion and Interim DIP Financing Order, and Request by Bosch for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 428); Limited Objection of Mercedes-Benz International, Inc. to Debtors' Motion for an Order Authorizing Debtors to Obtain Post-Petition Financing and for Related Relief (Docket No. 435); Limited Objection of Venture Plastics, Inc. to Financing Motion and Interim DIP Financing Order, and Request by Venture Plastics, Inc. for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 436); Limited Objection by Calsonic Kansei North America, Inc. to Financing Motion and Interim DIP Financing Order (Docket No. 442); Limited Objection of DaimlerChrysler Corporation to Interim DIP Financing Order (Docket No. 450); Limited Objection by Decatur Plastic Products, Inc. to Financing Motion and Interim DIP Financing Order, and Request by Decatur for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 451); Limited Objection of Gibbs Die Casting Corporation to Motion For Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c), 364(d) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Secured Postpetition Financing On Superpriority Secured And Priming Basis, (II) Authorizing Use Of Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Lenders, (IV) Granting Interim Relief, And (V) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c), and Request for Adequate Protection of Pre-Petition Setoff and Statutory Lien Rights (Docket No. 455); Limited Objection by Lorentson Manufacturing Company, Inc. to Financing Motion and Interim DIP Financing Order, and Request by Lorentson for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 458); Limited Objection of Autocam Corporation to Motion For Order Under 11 U.S.C. §§ 105, 361, 362, 363,

*364(c), 364(d) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Secured Postpetition Financing On Superpriority Secured And Priming Basis, (II) Authorizing Use Of Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Lenders, (IV) Granting Interim Relief, And (V) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c) (Docket No. 459); Limited Objection by Lorentson Manufacturing Company Southwest, Inc. to Financing Motion and Interim DIP Financing Order, and Request by Lorentson for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 461); **Limited Objection of Ford Motor Company to Interim Order Under 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Postpetition Financing, (II) To Utilize Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Parties And (IV) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c) (Docket No. 495); Joinder in Limited Objections to Financing Motion and Interim DIP Financing Order, and Request by Freescale Semiconductor, Inc. for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 501); Joinder by Nissan North America, Inc. to Certain Responses in Opposition to the Motion of the Debtors Seeking Postpetition Financing (Docket No. 503); Joinder of Fujikura America, Inc. in Limited Objection to financing Motion and Interim DIP Financing Order, and Request by Fujikura America, Inc. for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 506); Joinder of Murata Electronics North America Inc. in Limited Objections to Financing Motion and Interim DIP Financing Order, and Request by Murata Electronics North America, Inc.***

for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 507); Joinder of Flextronics International Asia-Pacific Ltd. and Flextronics Technology (M) SDN. BHD. In Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights (Docket No. 511); Joinder of Multek Flexible Circuits, Inc., Sheldahl de Mexico S.A. de C.V., and Northfield Acquisition Co. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights (Docket No. 512); Limited Objection of Omega Tool Corp., L&W Engineering Co., Southtec, LLC, DOTT Industries, Inc., ALPS Automotive, Inc., Pioneer Automotive Technologies, Inc., Lakeside Plastics Limited, Android Industries, Inc., Ai-Doraville, LLC, and Ai-Genesee, LLC to Entry of a Final Order Authorizing Postpetition Financing and the Use of Cash Collateral, and Granting Adequate Protection (Docket No. 551); Limited Objection of Honda Entities to Financing Motion and Interim and/or Final DIP Financing Order (Docket No. 577); Joinder of Osram Opto Semiconductors Inc. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights (Docket No. 589); Limited Objection of the Worthington Steel Company and Worthington Steel of Michigan, Inc. to Financing Motion and Interim and/or Final DIP Financing Order (Docket No. 590); Joinder of Hitachi Automotive Products (USA), Inc. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request

for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights (Docket No. 591); Joinder of National Molding Corp. and Security Plastics Division/NMC, LLC in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights (Docket No. 600); Joinder of Arneses Electronics Automotrices, S.A. DE C.V. and Cordaflex, S.A. de C.V. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights (Docket No. 619); Request of Ford Motor Company for Different Adequate Protection Pursuant to Paragraph 18 of the Interim Order Under 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Postpetition Financing, (II) To Utilize Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Parties And (IV) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c) (Docket No. 623); Objection to Motion for DIP Financing and Interim DIP Financing Order and Request for Adequate Protection for Pre-Petition Setoff Rights as well as Preservation of Reclamation Rights filed by Neuman Aluminum Automotive, Inc. and Neuman Aluminum Impact Extrusion, Inc. (Docket No. 631); Joinder of Magna International, Inc. and Certain of its Affiliates in Limited Objection of Omega Tool Corp., L&W Engineering Co., Southtec, LLC, Dott Industries, Inc., Alps Automotive, Inc., Pioneer Automotive Technologies, Inc., Lakeside Plastics Limited, Android Industries, Inc., Ai-Doraville, LLC, and Ai-Genesee, LLC to

Entry of a Final Order Authorizing Postpetition Financing and the Use of Cash Collateral, and Granting Adequate Protection (Docket No. 632); Limited Objection of A. Schulman, Inc. to Financing Motion and Interim and/or Final DIP Financing Order (Docket No. 634); Joinder of Textron Fastening Systems, Inc. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights as Well as Preservation of Reclamation Rights (Docket No. 643); Joinder of ARC Automotive, Inc. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order and Request for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 646); Amended Joinder of Fujikura America, Inc. in Limited Objections to Financing Motion and Interim DIP Financing Order, and Request by Fujikura America, Inc. for Adequate Protection for Pre-Petition Setoff Rights and Preservation of Reclamation Rights (Docket No. 648); Amended Joinder of Murata Electronics North America, Inc. in Limited Objections to Financing Motion and Interim DIP Financing Order, and Request by Fujikura America, Inc. for Adequate Protection for Pre-Petition Setoff Rights and Preservation of Reclamation Rights (Docket No. 649); Joinder of XM Satellite Radio Inc. in Limited Objections to DIP Financing Motion and Interim DIP Financing Order, and Request for Adequate Protection for Pre-Petition Setoff Rights (Docket No. 651); General Motors Corporation's Conditional Objection to Debtors' Request for Final Order Granting Adequate Protection to Prepetition Lenders by Priming Setoff Rights (Docket No. 658)

e. Official Committee Of Unsecured Creditors:

*Statement Of The Official Committee Of
Unsecured Creditors In Response To*

Debtors' Motion For Order Under 11 U.S.C. Section 105, 361, 362, 363, 364(c), 364(d), And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Secured Postpetition Financing On Superpriority Secured And Priming Basis, (II) Authorizing Use Of Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Lenders, (IV) Granting Interim Relief, And (V) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001(b) And (c) (Docket No. 641)

Reply Filed: Debtors' Omnibus Reply To Objections To DIP Financing Motion (Undocketed)

Related Pleading: Bridge Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c), 364(d) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Secured Postpetition Financing On Superpriority Secured And Priming Basis, (II) Authorizing Use Of Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Lenders, (IV) Granting Interim Relief, And (V) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c) (Docket No. 46); Objection of Bank of America Leasing & Capital, LLC to Debtors' Motion for Postpetition Financing and for Adequate Protection (Docket No. 70); Limited Objection of Ad Hoc Committee of Prepetition Secured Lenders to Debtors' Motion for Postpetition Financing (Docket No. 101); Interim Order Under 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 9014 (I) Authorizing Debtors To Obtain Postpetition Financing, (II) To Utilize Cash Collateral, (III) Granting Adequate Protection To Prepetition Secured Parties And (IV) Scheduling A Final Hearing Under Fed. R. Bankr. P. 4001 (b) And (c) (Docket No. 164)

Status: The hearing with respect to this matter will go forward.

Dated: New York, New York
October 26, 2005

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession